

42-3227

45-12

AGREEMENT

Between

LACEY TOWNSHIP BOARD OF EDUCATION

and

LACEY TOWNSHIP TRANSPORTATION ASSOCIATION

X September 1, 1981 to June 30, 1982

LIBRARY  
Institute of Management and  
Labor Relations

OCT 1 1981

RUTGERS UNIVERSITY

## TABLE OF CONTENTS

Preamble

Article I      Recognition

II      Negotiation of Successor Agreement

III     Grievance Procedure

IV     Complaint Procedure

V      Employee Rights and Privileges

VI     Personal Freedom

VII    Association Rights and Privileges

VIII   Maintenance of School Bus Control and Discipline

IX     Driver Evaluation

X      Employment Procedures

XI     Work Year

XII   Daily Work Hours

XIII   Medical Examinations

XIV   Sick Leave

XV    Extended Leaves of Absence

XVI   Temporary Leave of Absence

XVII   Salaries

XVIII   Insurance Protection

XIX   Terminal Leave Compensation

XX    Deduction from Salary

XXI   Seniority and Job Security

XXII   Miscellaneous Provisions

XXIII   Duration of Agreement

Schedule A    Salaries

Schedule B    Seniority List

PREAMBLE

AGREEMENT entered into this 1st day of July 1, 1981, by and between the Board of Education of Lacey Township in the Township of Lacey, Ocean County, New Jersey, hereinafter called the "Board" and the Lacey Township Transportation Association, hereinafter called the "Association", as follows:

ARTICLE I.

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for the following personnel under contract, on leave, or employed by the Board as bus drivers, excluding substitute bus drivers, the transportation coordinator, and part time drivers defined as those working less than 20 hours per week.

B. Definition of Employee

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall include female employees.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Board of Education and the Association agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1963, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 3rd of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all Bus Drivers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Grievance: A "Grievance" is a claim by a driver or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions, affecting a driver or a group of drivers. "Grievance" must be reduced to writing and all responses thereto shall be in writing.

2. Aggrieved Person: An "Aggrieved Person" is the person or persons or the Association making the claim.

3. Party In Interest: A "Party In Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting drivers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

1. Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process, since it is important that grievances be processed as rapidly as possible. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal and Immediate Supervisor: A driver with a grievance shall first discuss it with his Transportation Coordinator and/or Principal involved, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Prior to Level Two, the aggrieved person shall submit his grievance in writing at Level One within ten (10) school days after alleged occurrence and shall have a written response thereto.

4. Level Two - Superintendent: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Superintendent, within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Superintendent shall file his written determination.

5. Level Three - Association: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level Two, or

ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board of Education.

6. Level Four - Arbitration: (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fourteen (14) school days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education, or fifteen (15) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted to him. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

#### D. Procedure

1. Driver and Association: Any aggrieved driver may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a driver is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals: No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

## E. Miscellaneous

1. Group Grievance: If, in the judgment of the Association, a grievance affects a group or class of drivers, the Association may submit such grievance in writing to the Superintendent directly, and the procession of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

2. Written Decisions: Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all other decisions rendered shall be in writing and give the reasons therefor and shall be transmitted promptly to all parties in interest. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Section C, paragraph 6(c) of this Article.

3. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants, except, however, that the written final decisions shall be a proper part of the affected parties' personnel files.

4. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article. This provision shall be deemed to permit any party to have a Certified Court Shorthand Reporter present to record the proceedings. Transcripts of the record of the proceedings shall be available only to those paying for the reporter and the transcripts.

## ARTICLE IV

### COMPLAINT PROCEDURE

A. Procedural Requirement: Any complaints regarding a driver made to any member of the administration by any parent, student, or other person which does or may influence evaluation of a driver shall be processed according to the procedure outlined below.

B. Right to Representation The driver shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

C. Procedure:

Step 1: In the event a complaint is unresolved to the satisfaction of all parties, the driver may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conferences, or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2: Any complaint unresolved under Step 1 at the request of the driver or the complainant shall be reviewed by the building principal in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3: Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the driver to the building principal, who shall forthwith forward a copy to the Superintendent or his designee and the complainant.

Step 4: Upon receipt of the written complaint, the Superintendent or his designee shall confer with all parties. The driver shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

Step 5: If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the driver he shall forward the results of his investigation along with his recommendations in writing to the Board and a copy to all parties concerned.

Step 6: After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE V.  
EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States' that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. No employee shall be disciplined, reprimanded, suspended, reduced in rank or compensation or deprived of any professional advantage without just cause.

D. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of any employee pending the filing of charges shall be with pay.

ARTICLE VI  
PERSONAL FREEDOM

A. The Board and the Association agree that the private and personal life of a driver is not within the appropriate concern or attention of the Board except as it may interfere with the driver's responsibilities to and relationship with students and/or the school system.

B. The Board and the Association agree that drivers will be entitled to full rights of citizenship, and no religious or political activities shall result in any disciplinary action or discrimination with respect to the employment of such driver, providing they do not violate the Constitution and the Laws of the United States, the Constitution of the State of New Jersey and Statutes of the State of New Jersey.

ARTICLE VII  
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district within the public domain.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

C. The Association and its representatives shall have the right to use school buildings to meet and to transact official Association business during times when school is not in session. Such use shall not interfere with or interrupt normal school operations. Approval shall be required for time and place on advance notice to the Building Principal.

D. The Association shall have the right to use school facilities and equipment, such as the ditto machine and calculating machine on prior approval of the proposed operator of such equipment by the Superintendent. Other equipment may be used on specific approval of the Superintendent in particular cases. No Board of Education Office or Superintendent of Schools equipment is to be used. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

## ARTICLE VIII

### MAINTENANCE OF SCHOOL BUS CONTROL AND DISCIPLINE

- A. The Board shall continue to fulfill requirements placed upon it by law for the protection of drivers, students and property.
- B. Drivers shall immediately report cases of assault suffered by them in connection with their employment to the Transportation Coordinator and Superintendent of Schools. Drivers shall file with the Transportation Coordinator and with the Superintendent of Schools a written report within twenty-four hours.
- C. Drivers shall immediately report to the Transportation Coordinator and to the Superintendent of Schools all cases of assault upon pupils. Drivers shall file with the Transportation Coordinator and with the Superintendent of Schools a written report within twenty-four hours.
- D. If, in the opinion of a driver and upon written notice thereof by the driver to the administration, a student is not able to safely be transported on a school bus due to physical or other infirmities, the Superintendent shall make a written determination that the child is to remain as a passenger on the school bus. This written determination shall be placed in the permanent school records.

ARTICLE IX

DRIVER EVALUATION

A. Drivers shall receive a copy of any written evaluation.

B. Once a year, upon two school days' notice, a driver shall have the right to review the content of his personal file and to make reproduction of non-confidential file materials at his expense. No more than two drivers on any one day shall be given such review rights and no materials shall be removed from the file. A driver shall have the right to submit a written answer to any material contained in his file and have it attached to such material.

C. Any material to be used for evaluation purposes which is to be placed in the personal file, shall be reproduced and a copy given to the driver involved.

ARTICLE X  
EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Adjustment to Salary Schedule: Each employee shall be placed on his proper step of the salary schedule. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Resignation

An employee who is resigning from his position shall give the required thirty (30) days written notice.

C. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than May 15.

D. Assigned Duties

At no time shall the Board or any agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position.

ARTICLE XI

WORK YEAR

A. The work year for Bus drivers shall be from September 1, to June 30, 190 working days per year, four or five or six work hours per day.

B. All full time Bus Drivers shall work a minimum of four (4) hours per day. Educational trips, extra runs and other driving assignments shall be compensated at the following rates:

1. Kindergarten: \$1,800 annually for each run.  
(consisting of two trips "in" or "out" or an  
"in" and "out". \$900 for each one-half run.)
2. Field Trips: \$5.50 per hour
  - a. Drivers will be paid a minimum of two (2) hours for field trips.
3. Service/Inspection Trips: \$5.50 per hour if the time necessary to do these trips runs beyond the driver's basic four hour day.
4. Other Trips: \$5.50 per hour.
5. Late Runs \$6.50 per hr... Late Runs are: 3:50P.M. High School  
4:00P.M. Middle School

C. Time and one-half ( $1\frac{1}{2}$ ) based on the drivers computed hourly rate, shall be given for all work hours over 40 hours per week when such time is required by the Superintendent of Schools.

D. The services of a Bus Driver may be terminated by either the Board or the employee by either party giving to the other party (30) days notice in writing of intention to terminate.

E. All Bus Drivers must be available for all runs.

F. Bus Drivers shall be required to attend orientation meetings prior to the opening of school for pupils in September and annual workshops to be held each year. Bus Drivers are also required to work one day after schools close for pupils in June.

G. The Board shall make copies of the school calendar available to the Bus Drivers prior to the opening of school.

H. The Board will not circumvent a full time position with the use of a part-time driver.

## ARTICLE XII

### DAILY WORK HOURS

All fulltime Bus Drivers shall work a minimum of four (4) hours per day, which includes thirty (30) minutes each day to check each bus according to State and local requirements.

A. Drivers who substitute for other drivers in the morning or afternoon in an emergency shall receive no compensation for work within their scheduled day.

B. Drivers who substitute for other drivers during the Kindergarten pick-up or return shall receive \$10.00 per day for each complete run (in and out).

C. Drivers shall make every available effort to respond to emergency calls for student transportation.

D. Each driver must be available for all runs which include: Kindergarten, Field Trips, Service Trips and Inspection Trips.

E. Each driver shall file the necessary information in the Office of the Transportation Coordinator stating where he/she can be contacted in order to transport pupils in an emergency or for an emergency drill.

ARTICLE XIII

MEDICAL EXAMINATIONS

A. Any medical examinations required for issuance or renewal of the driver's New Jersey School Bus Driver license is the responsibility of the driver.

B. The Board may, at its discretion, require medical examination by a physician designated by the Board.

C. The fee for any mandated medical examination by a Board designated physician will be paid by the Board.

D. Annual physicals as required in Section A of this Article conducted by the school physician will be at no charge to the driver.

ARTICLE XIV

SICK LEAVE

A. As of September 1st all drivers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit.

1. Sick leave shall also be granted for the purpose of caring for member(s) of the driver's family which shall include spouse, child, parent(s) and grandparents.

B. The Board, upon application, will consider hardship cases for extension of sick leave. However, any decision of the Board in such a case shall be final and binding.

C. If a driver is unable to do one-half ( $\frac{1}{2}$ ) or less of the daily assigned work, he/she shall be charged one-half sick day.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. Any driver, may, upon request, be granted a leave of absence without pay for maternity purposes or adoption of a pre-school infant child for a period of not more than two (2) years and shall apply yearly for said leave.

B. No driver on maternity leave shall on the basis of said leave, be denied the opportunity to substitute in the Lacey Township School District if she has submitted a certification of competence from her physician stating that she is able to perform her duties.

C. Any driver adopting a pre-school infant child may receive similar leave which shall commence on his receiving defacto custody of the infant, or earlier, if necessary, to fulfill the requirements of the adoption.

D. A leave of absence without pay of up to one year may be granted for the purpose of caring for a sick member of the driver's immediate family. Additional leave may be granted at the discretion of the Board.

E. Other leaves of absence without pay may be granted by the Board pursuant to statute.

F. All benefits to which a driver was entitled at the time of his leave shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a position of a similar nature.

G. All above leaves or extensions of leaves, shall be applied for and granted or denied in writing.

## ARTICLE XVI

### TEMPORARY LEAVE OF ABSENCE

A. Personal: Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the transportation coordinator for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall specifically state the reason for taking such leave. Any personal day not used by the driver any year, shall be added to the driver's sick leave accumulation. No personal days will be permitted on the day immediately preceding and the day immediately following school calendar holidays. Extreme cases will be considered on a case by case basis and may be granted only with the direct approval of the superintendent.

B. Death in Immediate Family

An allowance of up to five (5) calendar days leave at any one time shall be granted for death in the immediate family. Immediate family shall be considered to be: Father, Mother, Child, Brother, Spouse, Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandmother/Grandfather, Aunt/Uncle, or any member of the immediate household.

C. Any other leave of absence granted by the Board may be without pay.

D. No leave of absence with pay shall be granted due to the requirements of a second job.

E. If a driver is subpoenaed by the Board to appear on behalf of the Board, such driver shall do so without loss of pay.

F. Drivers shall receive a statement of accumulated sick leave and personal days (not accumulated). Also, a statement of all deductions from their salaries will be included each month.

ARTICLE XVII

SALARIES

A. The salary and hourly rate and related work requirements of each driver covered by this Agreement is set forth in the attached SCHEDULE A.

B. Each driver employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

C. When a pay day falls on or during a school holiday, vacation or weekend, drivers shall receive their pay checks on the last previous working day.

D. Each driver shall receive his final pay on his last working day in June if his closing out procedure is completed satisfactorily and approved by the Transportation Coordinator and the Superintendent of Schools.

ARTICLE XVIII  
INSURANCE PROTECTION

A. The Board shall provide the health-care insurance protection designed below:

The Board shall pay the full premium for a full family plan through the New Jersey Public and School Employees Health Program which shall include:

- a. Blue Cross
- b. Blue Shield
- c. Rider J
- d. Major Medical
- e. Dental Plan
- f. Prescription Plan

1. For each driver who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

2. The Board shall provide to each driver a description of the health-care insurance coverage provided under this Article as soon as available, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XIX  
TERMINAL LEAVE COMPENSATION

A driver who notifies the Board in writing on or before January 2 of any year of his or her intention to retire at the end of that school year, and who actually files a retirement paper with the New Jersey State Retirement System, shall be entitled to receive Terminal Leave Compensation computed at the salary rate earned during the final year of employment at 1/200 of such annual salary, at the rate of one day's pay for every two days of unused accumulated sick leave, to a maximum payout for fifty days.

ARTICLE XX  
DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its drivers dues for the Lacey Township Transportation Association and the New Jersey Education Association Associate Membership Dues. Such deductions shall be made in compliance with Chapter 244 N. J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Lacey Township Transportation Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

B. Each of the associations named above shall certify to the Board in writing the current rate of its membership dues, and the names of all members. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XXI  
SENIORITY AND JOB SECURITY

A. School District seniority is defined as service by appointment employees in the School District in the collective negotiating unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he:

1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.

Any anticipated or planned reduction in force shall be communicated to the Association at least forty-five (45) days prior to implementing same.

B. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the bus drivers consistent with Title 18A:17-4.

C. In the event that within ninety (90) days from the date of his lay off a vacancy occurs in the classification of his last appointment in the transportation department from which he was laid off, or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of his departmental seniority.

D. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within fifteen (15) days from mailing such notice of recall the employee shall notify the Superintendent of Schools, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within seven (7) days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Superintendent of Schools or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

E. Seniority shall not be accumulated during the period of lay-off. Upon recall the appointed employee shall have his accumulated seniority to the date of lay off. Seniority shall not be accumulated during the period of an unlawful strike or other unlawful job action.

F. A seniority list has been established and is attached hereto as SCHEDULE B. Duties will be assigned on a seniority basis wherever possible, with the approval of the Superintendent.

G. On or before September 30th the transportation coordinator will make available to the Association a list of all runs and bus assignments.

H. Drivers who are not rehired because of a reduction in work force shall carry their seniority for a period of one year only. Drivers re-employed following lay-off within twelve (12) months will return to work at the same step of the salary scale he/she was on at the time of his/her leaving employment.

ARTICLE XXII  
MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of drivers or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex or marital status.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual driver, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

D. Copies of this Agreement shall be printed at the expense of the Board of Education and the Association after agreement on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all drivers now employed by the Board, to all Board members, to the Administration, Board Secretary and Board Attorney, and to each new driver upon the signing of a contract.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing directly to the President of the Drivers' Association at the school or home address or to the President of the Board of Education through the Secretary of the Board of Education.

F. The Association agrees that during the term of the agreement neither the Association or any person acting in its behalf will cause, authorize, or support any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the performance of the employment), work stoppage, slowdown or walkout.

ARTICLE XXIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1982.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, and the Association has caused this Agreement to be signed by its President and Secretary, all on the day and year first above written.

ATTEST:

LACEY TOWNSHIP BOARD OF EDUCATION

Secretary

By: \_\_\_\_\_  
President

LACEY TOWNSHIP TRANSPORTATION ASSOCIATION

Secretary

By: \_\_\_\_\_  
President

SCHEDULE A

Salaries

<u>EXPERIENCE</u>	<u>1981-82</u>
0	\$ 4.43
1	4.83
2	5.23
3	5.63
4	6.03
5	6.43
6	6.83
7	7.23
8	7.63
9	8.03
10	8.43

\$310. for additional experience beyond the 10th step.

SCHEDULE A

SALARIES

A. The salary of each driver covered by this Agreement is set forth below:

<u>Experience</u>	<u>Salary</u>	<u>Drivers</u>
0	4.43	E. Nevins, Maureen Praizner S. Green, D.Desmond, J.Amabile,E.Poehler,E.Pederson
1	4.83	S. Connor, J. Silva, T. Lorton, V.Lowe, D. Glover
2	5.23	P.Brewster, P.Baita
3	5.63	C.Balas, L. Horner, E.Smith,
4	6.03	J.Albertson,
5	6.43	L.Praizner, J.Allegar, J. Rutigliano
6	6.83	
7	7.23	
8	7.63	
9	8.03	L. Saussolia
10	8.43	R. Laureigh, J.Lucadema

B. Nothing to the contrary notwithstanding in the Agreement or in Section A of this Article shall deprive the Board of Education of any rights it has to withhold increments in accordance with New Jersey Statute 18A:29-14, which states in part, "Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all members of the Board of Education."

SENIORITY LIST

Robert Laureigh	2-17-64
John Lucadema	9-1-72
Leslie Salussolia	10-1-74
Lois Praizner	3-1-76
Joan Allegar	11-1-76
Jacqueline Rutigliano	2-1-77
Joyce Albertson	9-1-77
Carmellita Balas	10-1-78
Patricia Baita	9-1-80
Pamela Brewster	9-1-80
Donna Glover	9-1-80
Lester Horner	9-1-80
Barbara Smith	9-1-80
Susan Connor	9-1-80
Jean Silva	9-1-80
Tina Lorton	9-1-80
Virginia Lowe	10-1-80
Susan Green	9-1-81
Deboran Desmond	9-1-81
June Amabile	9-1-81
Erwin Poehler	9-1-81
Edda Pederson	9-1-81
Barbara Nevins	9-1-81
Maureen Praizner	9-22-81